

EXHIBIT A

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI
DIVISION I

KEITH WENZEL, Director, Department)	
of Insurance, State of Missouri,)	
)	
Plaintiff,)	
)	Case No. CV 99 323050
)	
v.)	
)	
GENERAL AMERICAN)	
MUTUAL HOLDING COMPANY,)	
a Missouri Mutual Holding Company,)	
)	
Defendant.)	

NOTICE OF BAR DATE AND NOTICE OF HEARING
ON RULES CONCERNING ELIGIBILITY FOR ANY
DISTRIBUTION FROM THE FUNDS OF
GENERAL AMERICAN MUTUAL HOLDING COMPANY

TO ALL MEMBERS AND CREDITORS OF GENERAL AMERICAN MUTUAL HOLDING
COMPANY,

ALL CREDITORS OF GENAMERICA CORPORATION,

ALL HOLDERS OF POLICIES OR OTHER INSURANCE CONTRACTS OF GENERAL
AMERICAN LIFE INSURANCE COMPANY,

AND OTHER INTERESTED PARTIES:

PLEASE TAKE NOTICE that Keith Wenzel, Director of the Missouri
Department of Insurance, has previously filed a Verified Petition in the Circuit Court of Cole
County, Missouri, in an action styled *Wenzel v. General American Mutual Holding Company*,
Case No. CV 99 322050, for an order placing General American Mutual Holding Company
("GAMHC") into rehabilitation. That Petition was granted, and an order was entered September
17, 1999 appointing the Director as the statutory rehabilitator (the "Rehabilitator") over General
American Mutual Holding Company. On November 10, 1999, the Circuit Court of Cole County,

after notice and a hearing, approved a Plan of Reorganization dated as of September 17, 1999 (the "Reorganization Plan"). On September 22, 2000, Albert A. Riederer, Special Deputy Receiver ("SDR"), acting on behalf of the Rehabilitator, filed a motion with the Circuit Court of Cole County requesting the Court to approve (1) fixing January 31, 2001 as the last date (the "Bar Date") for claims against GAMHC, its assets or successors; (2) fixing January 5, 2000 as the eligibility date for any distribution from the funds of GAMHC to members or persons entitled to the benefits of membership; (3) the identification of who is generally eligible for any distribution of the funds of GAMHC as a member of GAMHC or entitled to the benefits of membership of GAMHC; (4) fixing December 31, 1999 as the calculation date for determining the allocation of consideration to GAMHC members and persons entitled to the benefits of membership and (5) establishing the general principles and methodology for determining the allocation of consideration to members of GAMHC and persons entitled to the benefits of membership in GAMHC.

On September 22, 2000, the Court fixed January 31, 2001 as the Bar Date. A hearing has been set to commence on November 16, 2000 at 1:30 p.m. in the Circuit Court of Cole County for the purpose of considering the Rehabilitator's motion.

PLEASE TAKE FURTHER NOTICE that the former subsidiaries of GAMHC, including General American Life Insurance Company, are not in rehabilitation proceedings, and the Reorganization Plan and the matters described herein do not affect the contractual rights of policyholders under policies issued by General American Life Insurance Company or its other insurance company subsidiaries.

INTRODUCTION

General American Mutual Holding Company ("GAMHC") is a Missouri mutual holding company. GAMHC was placed in rehabilitation by the Circuit Court of Cole County, Missouri (the "Rehabilitation Court") on September 17, 1999. A Plan of Reorganization for GAMHC was approved by the Rehabilitation Court on November 10, 1999 pursuant to which GenAmerica Corporation, a wholly-owned subsidiary of GAMHC, was sold to Metropolitan Life Insurance Company ("MetLife"). On January 6, 2000, GAMHC completed the sale of GenAmerica Corporation to MetLife for a purchase price of \$1.2 billion, subject to adjustments. GenAmerica Corporation is also a holding company, and its principal operating subsidiary is General American Life Insurance Company ("GALIC" or "General American Life"). GALIC is an insurance company, and wholly owns several other insurance company subsidiaries. GALIC also owns two other entities, Reinsurance Group of America, Incorporated and Conning Corporation.

GALIC is now wholly owned by MetLife and is not and never has been the subject of any rehabilitation proceeding. However, because policyholders of GALIC who purchased their policies on or prior to January 5, 2000 are also members of GAMHC (subject to certain modifications, exceptions or qualifications), such members and any person whom the Rehabilitator and the Rehabilitation Court determines to be entitled to the benefits of membership of GAMHC will be entitled to share in the distribution of GAMHC's funds when such funds are available for distribution.

The purchase price of \$1.2 billion, as reduced from time to time by the payment of taxes, expenses and claims, and increased by interest earnings thereon, is invested in accounts administered by the SDR. These funds will be used to (a) indemnify MetLife with respect to certain claims and losses, if any, that MetLife may have pursuant to certain provisions of the stock purchase agreement dated as of August 26, 1999 between GAMHC and MetLife, as amended, (b) to pay certain taxes and expenses of GAMHC, including expenses in connection with the rehabilitation and (c) to pay claims, if any, for which GAMHC is responsible. To the extent that funds are not necessary to pay those amounts, such funds will be made available, at a later date, for distribution to GAMHC's members and persons determined to be entitled to the benefits of membership in GAMHC.

The purpose of this Notice is to advise the members of GAMHC, creditors and other interested parties that the Rehabilitator has obtained an order from the Rehabilitation Court fixing a bar date for claims and intends to seek an order from the Rehabilitation Court with respect to various important matters that must be determined or settled before any distribution can be made to members and other appropriate parties. These matters are required to be determined pursuant to the Reorganization Plan, which was previously approved by the Court on November 10, 1999 after a hearing.

The Rehabilitator has obtained a court order fixing January 31, 2001 as the last date (the "Bar Date") by which claims can be filed against GAMHC, its assets or successors. The Rehabilitator is also seeking a Court Order with respect to the following matters: (1) fixing January 5, 2000 as the eligibility date for any distribution from the funds of GAMHC to members or persons entitled to the benefits of GAMHC membership; (2) an order as to who is generally eligible for any distribution of the funds of GAMHC as a member of GAMHC or entitled to the benefits of membership of GAMHC; (3) fixing December 31, 1999 as the calculation date for determining the allocation of consideration to members of GAMHC and persons entitled to the benefits of membership of GAMHC and (4) establishing the general principles and methodology for determining the allocation of consideration to members of GAMHC and persons entitled to the benefits of membership of GAMHC. A determination of these matters will not adversely affect the terms of in-force policies or contracts issued by General American Life Insurance Company or reduce any guaranteed benefits or values of such policies or contracts.

Other matters for which an order of the Rehabilitation Court is being sought are described in greater detail in the remaining portions of this Notice.

I. BAR DATE IS FIXED AS JANUARY 31, 2001.

The Rehabilitator has obtained an order of the Rehabilitation Court fixing January 31, 2001 as the "Bar Date" for the filing of claims against GAMHC, its assets or successors as well as certain claims which GAMHC is obligated to pay under the terms of the stock purchase agreement between GAMHC and MetLife.

Section 6.4 of the Reorganization Plan states as follows:

Section 6.4 Bar Date for Claims Against GAMHC. The Rehabilitator shall seek an order of the Rehabilitation Court fixing the last date by which Claims must be filed against GAMHC (the “GAMHC Bar Date”), and approving the form and manner of notice thereof. The Rehabilitator shall provide notice of the GAMHC Bar Date in accordance with the Rehabilitation Court’s order. Failure to file a Claim by the GAMHC Bar Date in accordance with the procedures specified by the Rehabilitation Court will result in such Claim being forever barred from being asserted against GAMHC, its assets or its successors. (Emphasis added).

“The Reorganization Plan defines “Claim” to mean “a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and includes a right to an equitable remedy for breach of performance if such right gives rise to a right to payment.”

Section 6.2 of the Reorganization Plan also requires “Excluded Claims” to be filed by claimants in the manner and by the date required by the Rehabilitation Court. An “Excluded Claim” is any claim (i) which is asserted by a Person other than MetLife, (ii) for which MetLife has the right to be indemnified under the Stock Purchase Agreement, and (iii) which is asserted or assertable against GAMHC or MetLife.

Under the terms of Section 10.2 of the Stock Purchase Agreement between GAMHC and MetLife dated as of August 26, 1999, as amended, MetLife, its directors, officers, employees, affiliates and their respective successors or assigns are entitled to indemnification against certain claims which constitute “Excluded Claims.” These Excluded Claims include (i) any direct or derivative action, including any legal, administrative, arbitration or similar proceeding, claim, action or governmental or regulatory investigation, brought or threatened within three years of January 6, 2000 by any person of any kind or nature and based on any legal theory whatsoever (a) seeking relief as a result of MetLife’s acquisition of the shares of GenAmerica Corporation (other than non-derivative claims of MetLife); (b) resulting from alleged breaches occurring on and after July 15, 1999 of contracts relating to the funding agreements and guaranteed investment contracts issued by General American Life Insurance Company (the “Stable Value Business”), or (c) arising out of the financial distress of General American Life Insurance Company relating to the Stable Value Business; (ii) any and all indemnities, claims by officers, directors or employees of General American Mutual Holding Company, GenAmerica Corporation, General American Life Insurance Company, any subsidiary, Reinsurance Group of America, Incorporated (“RGA”), any RGA subsidiary, Conning Corporation (“Conning”) or any Conning subsidiary with respect to the items set forth in clause (i) above, including, without limitation, any indemnification of any employee, officer or director (other than a director of RGA or Conning who is not, and never has been, an officer or employee of GenAmerica Corporation, General American Life Insurance Company, any subsidiary, RGA, any RGA subsidiary, Conning or any Conning subsidiary) of any such persons and (iii) all liabilities relating to any additional or accelerated compensation, benefits or other rights under an employee benefit plan of any of the above-described companies or other contract or arrangement for the benefit of any current or former employee of General American Mutual

Holding Company, any subsidiary, Conning, any Conning subsidiary, RGA, or any RGA subsidiary (or any non-employee directors or independent contractor of GenAmerica Corporation, any subsidiary, RGA, any RGA subsidiary, Conning or any Conning subsidiary) resulting from the transactions contemplated by the stock purchase agreement being considered to constitute a “change in control” or similar triggering event. Any claims by MetLife pursuant to the stock purchase agreement do not constitute Excluded Claims.

Section 6.2 of the Reorganization Plan states:

Section 6.2 Failure to File Excluded Claims: Consequences.

The failure to file an Excluded Claim in the manner and by the date required by the Rehabilitation Court shall result in that Claim being forever barred from being asserted against GAMHC, the GAMHC Liquidating Trust, or MetLife; it being the express intention that any and all such Claims are to be asserted against GAMHC or its successor, the GAMHC Liquidating Trust, by the date required by the Rehabilitation Court; provided, however, that the foregoing prohibition shall not prevent any payment from the proceeds of any policy of insurance that covers the liability associated with such Excluded Claim.

If you do not have a claim against General American Mutual Holding Company or an Excluded Claim, as described above, then there is no need for you to take any action to file a claim with the Rehabilitator. If you do have such a claim, then you must submit your claim (including any “Excluded Claim”) in writing before the expiration of the Bar Date on January 31, 2001.

The Bar Date is not applicable to members owning eligible policies, insofar as their claims are solely for their share of GAMHC’s assets based on their membership interest, and is not applicable to any indemnification claims by MetLife pursuant to the stock purchase agreement.

If you would like to receive a claim form or need additional information concerning claims, please contact the toll-free number or mailing address specified under Part VI of this Notice entitled “Additional Information.” Claims must be received by the Rehabilitator on or before January 31, 2001 at the following address:

General American Mutual Holding Company
(in rehabilitation)
c/o Firststar Tower – Suite 1400
1101 Walnut
Kansas City, MO 64106-2122
Attn: Albert A. Riederer
Special Deputy Receiver
Facsimile: (816) 842-3088

II. FIXING JANUARY 5, 2000 AS THE ELIGIBILITY DATE

The Rehabilitator proposes that the Rehabilitation Court fix the eligibility date for purposes of determining the eligibility of a member to receive a distribution from General American Mutual Holding Company as January 5, 2000 (the “Eligibility Date”). On January 6, 2000, General American Life Insurance Company was acquired by MetLife and, accordingly, on and after January 6, 2000, it was not possible to become a new member of General American Mutual Holding Company.

The Rehabilitator has also determined that holders of policies and contracts of insurance or annuity which have terminated due to death or maturity or otherwise been surrendered or terminated on or prior to January 5, 2000 should not be eligible for a distribution since their membership interest had terminated. The articles of incorporation of General American Mutual Holding Company provide that all holders of policies and contracts of insurance or annuity which have not matured or been surrendered and remain in force, which were issued or assumed by General American Life Insurance Company are members of General American Mutual Holding Company “for so long as the policy or contract of insurance or annuity remains in force.” (Emphasis added). If a policy was terminated or had matured on or prior to January 5, 2000, the policyholder was no longer a member of General American Mutual Holding Company as of the proposed Eligibility Date. For example, if General American Life Insurance Company received notice that an insured covered by a policy died or if the policy was terminated on or prior to January 5, 2000, such policyholder would not be eligible. If an insured covered by a policy died after January 5, 2000 or died on or prior to January 5, 2000 where the notice of such death was not received by General American Life Insurance Company until after January 5, 2000 or the policy was terminated after that date, the policyholders would be eligible since the policyholder was a member on January 5, 2000.

The Rehabilitator considered whether some other eligibility date might be appropriate and fair. However, the selection of an earlier eligibility date presents a number of legal and practical difficulties including: (1) making distributions based on former membership status appears inconsistent with the Articles of Incorporation of General American Mutual Holding Company; (2) making distributions to former policyholders has rarely been done in the demutualization of life insurance companies, a similar type of transaction, and then only when required by a specific state law which sets forth the exact prior period for eligibility; (3) if an earlier date were desired, it would not be easy to determine a logical basis for picking any

particular earlier date, (4) the data necessary for making the calculations as to the allocation of consideration, including membership information and policy values, is readily available using the January 5, 2000 date but is much more difficult to obtain for an earlier date; (5) picking an earlier date to benefit former policyholders would inevitably reduce the allocation of any distribution to members as of January 5, 2000 and does not seem fair to policyholders who have maintained their policies in force; and (6) making distributions to former members would be more costly and complex to administer for various reasons, including difficulties with respect to locating such persons and the availability of necessary records and data.

For the foregoing reasons, the Rehabilitator has asked the Rehabilitation Court to determine that January 5, 2000 is the eligibility date.

III. ELIGIBLE POLICIES

The Rehabilitator proposes to use the following general principles in determining the eligibility of policyholders for payment of compensation.

Eligibility for Compensation

All Eligible Members will receive payment of at least a fixed amount as compensation regardless of the number of Policies owned or value of their Policy. For example, if you are the owner of two or more Policies that are In Force on the Eligibility Date, you will receive one fixed share. You must meet the following requirements to be an Eligible Member:

- You must be the Owner of a Policy and
- The Policy must be In Force as of the Eligibility Date. The proposed Eligibility Date is January 5, 2000.

In addition, certain Eligible Members will be allocated compensation that will vary (“Variable Compensation”) based on the estimated actuarial contribution (“AC”) amount of their Policies. In order to be eligible for Variable Compensation, the In Force Policy must be Participating. The terms, “Owner,” “Policy,” “In Force” and “Participating” are defined below. The approach that will be used to calculate the AC amount for each in Force Participating Policy is described below in Section V.

Determination of Ownership

General American Life’s records will be used by the Rehabilitator to make a good faith determination of who owns a Policy for the purpose of receiving compensation. In general, the Owner of an Individual Life or Annuity contract is the person specified in the Policy as the owner or contract holder. In general, the Owner of a Group Life, Health or Annuity Contract is the person or entity specified in the group or master contract as the owner or contract holder (i.e., group certificate holders are generally not considered owners).

Note the following special situations:

- If a Policy has more than one Owner, the Owners together will be treated as a single Owner.

- An assignee of a Policy is only recognized as an owner if the assignment is absolute, and was recorded prior to the Eligibility Date with General American Life in accordance with the terms of the Policy and General American Life's rules for assignment.

Definition of a Policy

Any of the following are considered a "Policy":

- Any individual or group life insurance policy or contract (including endowment contracts), annuity policies and contracts, or accident or health contracts (including stop-loss agreements) that were issued by General American Life Insurance Company,
- Policies or contracts originally issued by another company but subsequently assumed by General American Life in an assumption reinsurance transaction,
- Any Supplemental Contract issued by General American Life pursuant to a settlement option specified in a life or annuity contract that arises on the death of an insured which requires periodic payments except the following:
- Contracts that make payments on an interest only or under the five-year lump sum option basis unless the option was pre-selected by the insured prior to death and the beneficiary has no right to modify the terms of the payments and
- Contracts resulting from the death of an insured under a group contract.

The following are not considered Policies:

- Funding agreements
- Certificates under group policies (except as listed in the section titled "Certain Group Policies and Contracts")

Definition of In Force

Policies are considered "In Force" on the Eligibility Date if, based on the records of General American Life, all of the following conditions exist:

- The date of issue or contract effective date specified in the Policy is on or before the Eligibility Date
- The required premium has been received by General American Life on or before the Eligibility Date
- The policy has not terminated due to death or maturity or otherwise been surrendered or terminated on or prior to the Eligibility Date. This means that as of the Eligibility Date the insured must be alive, or General American Life must not have received notice of death.

In addition, the following Policies will be considered In Force on the Eligibility Date:

- Policies that have lapsed for nonpayment of premiums and any applicable grace period (or other similar period designated in the Policy) has not expired.
- Life Insurance Policies that are continued as extended term insurance or reduced paid-up insurance.

- Applications in process that were complete (including the appropriate consideration) on the Eligibility Date where the Policy was issued as applied for.
- Policies originally issued by General American Life but subsequently transferred or assigned to COVA Financial Services Life Insurance Company, a stock subsidiary of General American Life, as part of a special exchange program.

The following Policies will not be considered In Force:

- Group Life or Accident and Health Insurance Policies that have expired due to lapse or surrender where General American Life only retains a residual liability related to unpaid claims, disabilities or survivorship benefits.
- Group Policies which have no future premiums due but General American Life has an obligation to pay death benefits with respect to a fixed list of people.
- Group Policies owned by a corporation, trust or association that has been dissolved, liquidated or otherwise ceases to exist.
- Group Annuity Policies for which General American Life has no monies on deposit and no obligations under any annuity certificate under such Policy.

Participating Policies

Policies are considered “Participating” if they expressly provide for dividends to be paid or have been treated by the administrative practice of General American Life as having the potential to receive dividends or the right to participate in the divisible surplus of the General American Life. All Policies issued by General American Life are considered participating except:

- Immediate annuity Policies,
- Stop loss agreements where the terms of the Policy expressly exclude the right to participate in the divisible surplus of the company (i.e., silent stop loss agreements will be eligible for a variable component as described in Part V hereof).
- Bank Owned Life Insurance Policies and variable life insurance policies issued on or after April 24, 1997 (after General American Life converted to a Missouri Mutual Holding Company) that expressly state that they are non-participating and/or expressly exclude the right to participate in the divisible surplus of the company.
- Any other policies issued after April 24, 1997 that expressly state that they are non-participating and/or expressly exclude the right to participate in the divisible surplus of the company.

Certain Group Policies and Contracts

The following individuals and entities will be considered to be Owners for the purposes of this process:

1. Each Person (as defined below) who signs a participation agreement to participate in any trust established by General American Life for the purpose of securing group life or group accident and health insurance coverage.

2. Each Person who is issued a certificate of insurance under a group life insurance Policy for the purpose of providing “portable life insurance” to such person.
3. Each Person who is issued a certificate under a group medical insurance Policy for the purpose of providing medical coverage pursuant to a group medical conversion.
4. Each Person who is issued a certificate under a group insurance Policy or annuity contract issued to an association or to the trustee of a trust if:
 - the certificate holder has the right to vote on any matter submitted to a vote of the members and has the right to receive dividends; or
 - the certificate holder was required to complete an application and has the right to withdraw funds, convert to an annuity, or receive dividends with respect to such certificate.

Note that in the situations listed above, the trustee, broker or other entity listed as the owner of the group Policy shall not be an Eligible Member or Owner. The term “Person” means “an individual, partnership, firm, association, corporation, limited stock company, limited liability partnership, trust, government or governmental agency, state or political subdivision of a state, public or private corporation, board, association, estate, trustee or fiduciary, or any other legal entity.”

General American Life has established a fund for the benefit of the members of the Intergovernmental Employees Association. The fund will be deemed to be the Eligible Member with respect to all policies issued to the Intergovernmental Employees Association. The individual members of the Intergovernmental Employees Association will not be Eligible Members or Owners.

IV. FIXING DECEMBER 31, 1999 AS THE CALCULATION DATE

The Rehabilitator proposes that December 31, 1999 be fixed as the calculation date for purposes of making calculations as to the allocation of consideration.

It is very common in similar distributions, such as in life insurance company demutualization transactions, to have the calculation date for determining the allocation of the distribution to policyholders fixed at a convenient date shortly prior to the eligibility date. In fixing a calculation date, it is necessary to pick a date when General American Life Insurance Company can readily capture all the required data to make the allocation of consideration that the members and persons entitled to the benefits of membership will receive. If the calculation date chosen is December 31, 1999, the financial information necessary for the calculations is readily available because it is a year-end. With respect to policies and contracts issued after December 31, 1999 and on or before January 5, 2000, policyholder balances and other relevant data will be captured and calculated separately. If an earlier calculation date were used, information as to the current policyholder balances and other relevant data would not be available.

For the foregoing reasons, the Rehabilitator has asked the Court to fix the calculation date as of December 31, 1999.

V. GENERAL METHODOLOGY AND PRINCIPLES FOR DETERMINING THE ALLOCATION OF CONSIDERATION

Overview

As was mentioned earlier, General American Mutual Holding Company (“GAMHC”) has received compensation which must be distributed to members of GAMHC and persons entitled to the benefits of membership in GAMHC (“Eligible Members”) after all claims, expenses and taxes owing by GAMHC have been paid. This fund resulted from the sale of GenAmerica Corporation by GAMHC to MetLife.

The Rehabilitator has determined that the most equitable way to distribute the fund is to use the same general principles and methodology that are usually used for the demutualization of mutual life insurance companies in the United States except that cash (or policy credits or policy enhancements, when necessary), would be the only consideration paid to Eligible Members. This methodology is necessarily complex and is based on actuarial principles which are applied by actuarial experts retained by the Rehabilitator. General American Life will perform certain administrative services for the Rehabilitator in connection with the calculation of the distribution and, as agent of the Rehabilitator, will be immune from claims relating to the performance of these duties except claims by the Rehabilitator or violation of laws.

The Rehabilitator proposes that the formula for allocating consideration to Eligible Members will consist of a minimum allocation (the fixed component of the consideration) and a variable component of the consideration.

Each Eligible Member will be allocated one fixed component of consideration (i.e., a fixed dollar amount), regardless of the number of Policies owned by each Eligible Member in the same capacity. The aggregate amount of the fixed component paid to all Eligible Members will be equal to 16% of the total amount available at the time the fixed component is paid (subject to adjustment to a higher or lower fixed dollar amount for rounding and administrative convenience). Only Participating Policies are eligible for allocations of the variable component of consideration (“Variable Component Policies”). The remaining amount of funds will be allocated in respect of the Variable Component Policies (the “Aggregate Variable Component”) Owned by Eligible Member that were in Force on the Eligibility Date. Note that an Eligible Member may hold one or more Participating Policies, one or more non-participating policies, or some combination of each kind. In each case, only one fixed component of consideration will be provided to each Eligible Member.

Each Policy eligible for Variable Compensation (“Variable Component Policies”) will be classified into one of the following product lines (“Product Line”): (i) Individual Life Insurance Policies, (ii) Individual Annuities Supplementary Contracts, (iii) Individual Health Insurance, (iv) Group Annuities, and (v) Group Life and Health Insurance.

Within each Product Line, these Variable Component Policies will be further divided into classes that are reasonably similar. As an initial step, Product Lines will be subcategorized by major product groupings (e.g., for Individual Life, major product groupings include Ordinary Life, Universal Life, etc.). Within these subcategories, the classes of Variable Component Policies will be determined primarily by the following, as appropriate given materiality considerations and based upon the way the classes of Variable Component Policies are managed: (i) insurance plan (for example, Whole Life), policy year, issue age, and dividend class for Individual Life Insurance; (ii) policy year and plan type for Individual Annuities and Supplementary Contracts, (iii) policy form and issue year for Individual Health Insurance; and (iv) contract for Group Annuities, Group Life and Group Health. Except for most group contracts and some individual policies, where calculations will be performed on a policy or contract, specific basis, interpolation and extrapolation methods will be used to develop estimated results for each policy based on calculations for the corresponding class of Variable Component Policies.

Basic Methodology

The objective of the actuarial contribution (“AC”) calculation is to estimate the contributions to policyholder surplus made by each Variable Component Policy. AC amounts are based on a calculation of a Variable Component Policy’s historical contributions to surplus, as well as its anticipated future contributions to surplus as of the Calculation Date. The historical calculation reflects the period starting with the year a policy was issued and ending with the Calculation Date and represents the accumulated value on the Calculation Date of all of that policy’s past contributions to the surplus of the company. The prospective calculation for a policy reflects the period beyond the Calculation Date and represents the present value on the Calculation Date of all of that policy’s expected future contributions to the surplus of the company. If the Variable Component Policy was issued after the Calculation Date but before the Eligibility Date (e.g., on January 3, 2000, January 4, 2000 or January 5, 2000), the AC amount will be calculated as the present value as of the Calculation Date of its expected future contribution to the surplus of the company.

Premiums, benefits, expenses, investment income, federal income taxes and dividends are reflected in the calculations, both historically and prospectively. Historical assumptions will be based on a combination of published financial reports, detailed historical information or assumptions derived from more recent experience applied to prior years. The historical AC calculations will include a charge for past mortality and morbidity based on experience for each class of Variable Component Policies, but will not reflect any gain or loss due to persistency experience for other policies in the same class which are no longer in force. The future AC calculations will be based on assumptions set for various classes of Variable Component Policies for mortality, morbidity, persistency, expenses, asset cash flows including flows from reinvested assets, federal income taxes and other actuarial factors.

A significant factor in deriving assumptions for the AC calculation will be the goal of consistency in assumptions across Product Lines, as well as for classes of Variable Component Policies within a Product Line. Consistency of assumptions is an important goal, since the sole use of the AC calculations will be to allocate value of a given policy *relative* to all other policies. The derivation of assumptions and methodologies, including those for policy

riders and other supplemental product features, will be based on the way the class of Variable Component Policies was managed historically.

The proportion of the Aggregate Variable Compensation that each Eligible Member shall receive shall be equal to the sum of the AC amount for all of that eligible Member's Variable Component Policies divided by the sum of the AC amount of every Eligible Member's Variable Component Policies. This proportion, calculated as described in the previous sentence, multiplied by the Aggregate Variable Component shall equal the dollar amount that the Eligible Member will receive in respect to their Variable Component Policies. In some instances, the calculated AC amount for a Variable Component Policy will be negative. For the purpose of determining the proportion of the Aggregate Variable Compensation for these policies with negative AC amounts, this calculated AC will be set to zero and the Eligible Member will not be entitled to Variable Consideration, unless the experience of the policies has been combined together or has been transferred from one to another for the purposes of determining dividend scales or experience factors. This will be done regardless of whether the Policy from which such experience has been combined or transferred remains in force. If it is determined that the experience has been combined or transferred among Variable Component Policies, the AC values of these Policies will be added together prior to setting any negative AC values to zero.

Payment of Consideration

In general, each Eligible Member will receive the payment of the consideration in the form of cash. Some Eligible Members may be prohibited from receiving cash due to federal tax requirements or applicable law relating to the tax-sheltered nature of the policies which they own. Policies where it may not be possible to pay cash consideration are: (a) an individual retirement annuity or a tax-sheltered annuity issued to an individual owner; (b) an individual annuity contract issued pursuant to a plan qualified under Section 401(a) or 403(a) of the Internal Revenue Code directly to the plan participant or (c) an individual life insurance policy that has been issued pursuant to a plan qualified under Section 401(a) or 403(a) of the Internal Revenue Code directly to the plan participant. It may be possible to obtain a Private Letter Ruling from the Internal Revenue Service that will allow these Eligible Members to also receive the consideration in the form of cash. If a Private Letter Ruling or other type of ruling allowing these Eligible Members to receive cash is not obtained, then other options such as policyholder credits of equivalent value will be provided.

The Rehabilitator has requested that the Rehabilitation Court approve the above-described general methodology and principles for determining the allocation of payments to Eligible Members.

VI. ADDITIONAL INFORMATION

The Missouri Department of Insurance maintains a website at <http://insurance.state.mo.us/news/genam/faq.htm> which generally describes the rehabilitation process and answers frequently asked questions concerning when the members of GAMHC will receive their distributions and other matters. The frequently asked questions and answers periodically will be updated with new questions and revised answers.

If you have further questions concerning GAMHC, the Reorganization Plan, the filing of claims, this notice or any of the documents referred to in this notice, please contact the GAMHC Information Center, toll-free at 1-888-343-2662 or by mail:

General American Mutual Holding Company
P.O. Box 32562
Kansas City, Missouri 64171

VII. PROCEDURES FOR OBJECTIONS OR COMMENTS

Any objection or comment upon the matters discussed in this notice, including the Bar Date, must be made in writing, must specify the name and address of the objector or interested party, the specific grounds for the objection or comment, evidentiary support therefor and the basis for standing by the objector or interested party. Evidentiary matters should be submitted by written declaration or affidavit under penalty of perjury. The objection or comment, if based on a legal argument, must be accompanied by a memorandum of legal points and authorities, and must be filed with the Rehabilitation Court and served so as to be received by each of the following no later than 5:00 p.m. Central Time on November 10, 2000.

General American Mutual Holding Company
(in rehabilitation)
c/o Firststar Tower – Suite 1400
1101 Walnut
Kansas City, MO 64106-2122
Attn: Albert A. Riederer
Special Deputy Receiver
Facsimile: (816) 842-3088

General American Life Insurance Company
700 Market Street
St. Louis, MO 63101
Attn: Robert Banstetter
Facsimile: (314) 444-0510

Sidley & Austin
10 South Dearborn Street
55th Floor
Chicago, IL 60603
Attn: Richard G. Clemens
James R. Stinson
Facsimile: (312) 853-7036

Metropolitan Life Insurance Company
One Madison Avenue
New York, N.Y. 10010-3690
Attn: Robert Einstein
Facsimile: (212) 578-3916

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The failure to timely object to the matters set forth herein may result in the waiver of such objection. Any evidence that is not timely presented in accordance with these provisions may be stricken and may not be considered in determining any contested matter at or in connection with the Hearing relating to the proposed order; and

Any pleadings by the Rehabilitator, GAMHC or MetLife in support of the Rehabilitator's position or in response to any objections or comments submitted by any person must be filed with the Rehabilitation Court and served on each person who filed an objection or comment so as to be received by no later than 12:00 p.m., Central Time on November 10, 2000.

So ordered this _____ day of September, 2000 at Jefferson City, Missouri.

Judge Thomas J. Brown III